

FAIRFIELD TOWNSHIP SCHOOL DISTRICT  
AGREEMENT BETWEEN  
THE FAIRFIELD TOWNSHIP SCHOOL DISTRICT BOARD OF  
EDUCATION  
AND  
THE FAIRFIELD TOWNSHIP EDUCATION ASSOCIATION  
FOR THE YEARS  
JULY 1, 2013 THROUGH JUNE 30, 2016

"Whenever in this Agreement the law has been quoted in full, in part or by paraphrase, the language of the law shall govern and not the quotation or paraphrase of the law as it appears in the Agreement."

The Board, on its own behalf and on behalf of the electors of the Township, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including all decisional laws and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey and other governing bodies having jurisdiction and the provisions of this Agreement shall be construed in the light of management prerogatives vested in the Board by the foregoing legal authorities.

## ARTICLE I

### RECOGNITION

#### A      Unit

The Fairfield Township Board of Education hereby recognizes the Fairfield Township Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full time personnel whether under contract, on leave, employed by the Board, including only;

1. Classroom teachers - fully certified.
2. Teachers considered specialists working full-time – fully certified. Any certificated staff member who is not in an administrative position.
3. Nurses -- fully certified.
4. Secretaries
5. Classroom Aides
6. Teacher/Coordinators and Social Worker/Coordinators

#### B.      Definition of employee

Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement, shall refer to all professional, fully certified employees, including all federally-funded teachers so long as they are federally funded; secretaries; instructional aides; and home school liaison represented by the Association in the negotiating unit as above defined and references to male employees shall include female employees.

#### C.      The following positions are excluded: Chief School Administrator, Board Secretary, Assistant Board Secretary, Business Administrator, Principals, Assistant Principals, Secretary to the Chief School Administrator, Board Clerk, Attendance Officer, and any other employees who may be determined by the Chief School Administrator and FTEA President to be "confidential employees", and all others not listed in Paragraph A above.

## ARTICLE II

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the association in response to reasonable requests from time to time all public information needed to carry out the union's duty of representation.
- B. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, they shall be provided coverage, and they shall suffer no loss in pay if the participation time is set by the Board/Administration.
- C. The Association and its representatives shall have the right to use the school building with prior approval of Administration. Any custodial costs as a result of these meetings shall be assumed by the Association.
- D. The Association shall have the right to use school facilities and equipment for school and Association

use with consent of the Administration. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

- E. The Association shall have, in each school building, the partial use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the Building Principal.
- F. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes as it deems necessary.
- G. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization.
- H. Any individual contract between the Board and the individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- I. The President of the Association shall not be assigned a duty period, other than AM or PM duty, or homeroom.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definition

- 1. A "grievance" is a claim by an employee, teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or Administrative decisions affecting an employee or a group of employees.

An "aggrieved person" is the person or persons making the claim.

The term "working day" shall mean any day the aggrieved person is required to work.

- 2. A grievance to be considered must be initiated by the employee within fifteen (15) working days of the time of its occurrence.

##### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

##### C. Procedure

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2. If a grievance is not processed within proper time lines by the grievant/association, the grievance is automatically denied and dropped.

##### D. Rights of Employees to Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by the

aggrieved person, or, at the aggrieved person's expense, by a representative selected by the aggrieved person.

2. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Professional Rights and Responsibilities Committee (PR & R) or the Association, or any other participant in the grievance procedure by reason of such participation.

**E. Level One**

1. An employee with a grievance shall discuss it with the supervisor/administrator who initiated the action that caused the grievance, in an attempt to resolve the matter informally. The supervisor/administrator shall render a decision within five (5) working days

**F. Level Two**

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, The employee may file the grievance in writing to the aggrieved person's supervisor. The supervisor shall communicate a decision to the employee in writing, with reasons, within five (5) working days of receipt of the written grievance.
  - a. the specific nature of the grievance
  - b. the nature and extent of the injury, loss or inconvenience
  - c. the results of previous discussion; and
  - d. the relief sought.

**G. Level Three**

1. The employee, no later than ten (10) working days after receipt of the principal's decision, may appeal the principal's decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing, reciting the matter submitted to the principal as specified above and employee's dissatisfaction with decisions previously rendered. The Chief School Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Chief School Administrator shall communicate a decision in writing with reasons to the employee.

**H. Level Four**

1. If the grievance is not resolved to the employee's satisfaction, no later than ten (10) working days after receipt of the decision of the Chief School Administrator, the employee may request a review by the Board of Education. The request shall be submitted in writing through the Chief School Administrator, who shall forward the request within six (6) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon the request of the employee, hold a hearing with the employee A. at the next regularly scheduled Board meeting. If the next regularly scheduled Board meeting is within ten (10) working days of the request, the hearing shall be moved to the following regularly scheduled Board meeting or a mutually agreed upon special meeting of the Board.
2. The Board shall communicate its decision in writing to the employee, and employee's superiors, through the Chief School Administrator, within a reasonable period of time not to exceed five (5) working days after the next regularly scheduled monthly Board meeting.

**I. Level Five**

1. If the employee is not satisfied with the disposition of the grievance at this level, the employee may within ten (10) working days, request in writing that the Chairman of the Grievance Committee of the Association submit the grievance for arbitration.

2. If and when the Grievance Committee determines that the grievance is meritorious, only then, not later than ten (10) days after the Board decision, shall it be considered for submission to arbitration. Grievances so determined may be submitted for arbitration only by the Grievance Committee.
3. The Arbitrator shall confine himself to the issue(s) presented under this Agreement, and after presentation of the grievance in a hearing shall render a decision in writing to both parties within thirty (30) calendar days. The Arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education.
4. Only the cost of the Arbitrator with necessary expenses shall be borne equally by the Board and the Association. The decision of the Arbitrator will be binding upon both parties.

J. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of employees, the PR&R Committee may submit such grievance in writing to the Building Principal and the processing of such grievance shall be commenced at Level One.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, service notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Association and given appropriate distribution as so to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only representatives, heretofore referred to in the grievance procedure.
5. Binding arbitration will be available for those disputes involving interpretation or application of the Agreement, including any non-termination discipline which is provided for in the agreement.
6. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education shall pay the cost of the substitute. However, time lost by the employee due to arbitration proceedings shall be either without pay or shall be charged to the employee's personal time.
7. If the Board or the Union fail to respond to the time limits in the grievance procedure, the grievance is adjudicated in favor of the other party.

ARTICLE IV

EMPLOYEE RIGHTS

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage or fined or suspended without pay without just cause.

Any such action by the Board or any of its agents or representative thereof shall be subject to the grievance procedure except when such disposition is properly to be decided before the N.J. Commissioner of Education.

Nothing herein is to be construed to mean that the Board relinquishes any of its rights relative to exercise of its managerial prerogatives within the limitations of statutory provision.

B. Whenever any employee is required to appear before the Chief School Administrator or designee, Board, or any committee member, representative or agent thereof concerning any

matter which could adversely affect the continuation of that employee in office, position or employment, the salary or increment pertaining thereto, then the employee shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present for advice and representation during such meeting or interview. Any suspension of an employee pending charges shall be with pay if the employee is exonerated. Verbal requests to appear before a member of the Administrative staff shall not be construed to be in any way detrimental to the employee's position of employment and such conferences shall not be included in their personnel file of the employee.

- C. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Fairfield Township School District based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. If any grade or evaluation is changed without approval of the teacher, it shall be so noted in the student's permanent record file and a copy given to the teacher.
- D. Any criticism by a supervisor, Administrator, or Board member of a teacher and/or the teacher's instructional methodology, or any school employee covered by this Agreement shall be made in confidence and not in the presence of students, parents or other public gatherings. This Agreement applies to employees and their criticism of a member of the Board of education and/or member of the administration.
- E. Whenever there shall be a staff reduction of secretaries and classroom aides, termination shall be on the basis of seniority, so those employees with the longer time of service shall have seniority rights over more junior members in the same type of employment.

## ARTICLE V

### PERSONAL AND ACADEMIC FREEDOM

- A In accordance with the law as enacted by the Legislature of the State of New Jersey and as interpreted by the Courts of the State of New Jersey, the Board of Education agrees with the Fairfield Township Education Association that it will adhere to the law as the same directs the protection of individuals, their conduct and the pursuit of academic freedom.

## ARTICLE VI

### ADMINISTRATION LIAISON

- A The Association's representative shall meet with the Chief School Administrator as mutually agreed upon during the school year to review and discuss current school problems and practices and the administration of this Agreement.
- B. Meet and Discuss Committee

In order to promote and implement an effective procedure for employer/employee input and discourse, a Meet and Discuss Committee for the Fairfield Township School system shall be created to consider such subjects as evaluation criteria and procedure, discipline policy and procedures, in-service programs, and fair dismissal procedures, but shall not be limited to these areas.

1. The moderator of the committee shall be determined by the committee.
2. Up to three (3) members of the Board of education designated by the Board President and the Chief School Administrator may attend the meetings of the committee as determined by the Board President.
3. Up to three (3) members of the FTEA, as well as the President, may be designated by the FTEA President to attend meetings of the committee.

4. The members of the committee shall meet as mutually agreed upon to discuss any subject submitted by the constituent members of the committee, a bargaining unit, the Administration, the Board, or any other party with a valid interest in the operation of the school system.
5. The members of the committee may increase their number to mutually agreed upon limits if a specific topic requires additional discussants.
6. This committee shall provide a written summary including any recommendations to the full Board of Education.
7. If the Board of Education does not adopt the recommendation of the Meet and Discuss Committee, the reasons for the Board's decision shall be provided, in writing, to members of the Meet and Discuss Committee.

## ARTICLE VII

### PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety according to the State laws of New Jersey.
- B. Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse the employee for the cost of his defense if the action is dismissed or if the employee prevails.
- C. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
  1. Whenever an absence arises from an injury of an employee while performing his responsibilities, upon presenting the results of an examination and a certificate from a medical doctor, the employee shall be entitled to full salary and other benefits without forfeiting any sick leave or personal leave, in accordance with applicable statutory law.
  2. The Board shall reimburse employees for reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment in an amount not to exceed \$250.00.
  3. Section 3 shall be void if the injury is found to be the result of an employee's negligence.
  4. Employees shall immediately report cases of assault or injury suffered by them in connection with their employment to their Principal or other immediate superior. Such notification shall immediately be forwarded to the Chief School Administrator, or designee who shall comply with any reasonable request from the employee for information in the possession of the Chief School Administrator relating to the incident or the liaison between the employee, the police, and the courts.

## ARTICLE VIII

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When, in the judgment of a teacher, a student requires the attention of any specialized service personnel, he shall so inform his Principal or immediate supervisor. The Principal or immediate supervisor, shall arrange, as soon as possible, for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

B. When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student to the Vice-Principal or designee. When necessary, the Vice-Principal or designee shall arrange, as soon as reasonably possible, and under normal circumstances not later than the conclusion of the following day, a conference among himself, the teacher, the student, and if requested by the teacher or Vice-Principal or designee, an appropriate specialist to discuss the problem and to decide upon appropriate steps to its resolution. If the teacher in question objects to the decisions, the matter shall, within twenty-four (24) hours after the decision by the Vice-Principal or designee be referred to the Chief School Administrator for final determination.

## ARTICLE IX

### EMPLOYEE FACILITIES

A. By the beginning of the school year, each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. An appropriately furnished room shall be reserved for the exclusive use of staff as a lounge/work area with adequate ventilation, equipment and supplies to aid in the preparation of instructional materials. Although staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness, it shall be regularly cleaned by school custodial staff.
3.
  - a. Each teacher shall have a serviceable desk, chair and file cabinet capable of being locked.
  - b. Each teacher shall have a computer and printer capable of executing tasks that teachers are required to do. The Board will exercise good faith and attempt to provide this facility to each teacher. Teachers who do not have their own computer or a malfunctioning computer shall not suffer any negative actions if they cannot complete tasks requiring computers. Teachers shall exercise good faith in attempting to accomplish tasks.
  - c. The Board shall provide each teacher with a teacher's edition or manual for any textbook used in a Core Curriculum Content Standard Subject.
4. Smoking of tobacco anywhere in school buildings or on school grounds is prohibited except as part of a classroom instruction or a theatrical production.
5. A telephone shall be installed in each faculty room of each school, for use by staff members for the purposes of making local calls to parents, for local contacts on school-related items and for local emergency or local important personal calls.

## ARTICLE X

### ASSIGNMENTS

- A. Changes in class, subject, building or room assignment(s) for all unit employees for the subsequent school (or work) year shall be given to each employee as soon as possible but not later than the last working day of the school year.
- B. In the event that changes in such assignment(s) become(s) necessary after the last work day of the school year, the Association and any employee affected shall be notified in writing at least ten calendar days before the opening of school, except when the change is necessitated by emergent circumstances, in which event the notification shall take place as quickly as practicable under the circumstances. Upon request of the employee and the Association, the changes shall be promptly reviewed between the Chief School Administrator or designee and the employee affected and at employee's option, a

representative of the Association.

- C. The Chief School Administrator shall give notice of assignments to new employees as soon as possible.
- D. It is understood that changes in assignment remain the sole prerogative of the Board.

## ARTICLE XI

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of any involuntary transfer or reassignment shall be given to employees as soon as practicable, and except in cases of emergency, not later than the last working day of school.
- B. In the event that changes in such schedules, class and/or subject assignments or room assignments are proposed after the last working day of school, any employee affected shall be notified promptly in writing. Upon request of the employee, the changes shall be reviewed between the Chief School Administrator or designee and the employee affected. The employee may, at employee's option, have an Association representative present at such meeting.
- C. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the position, in order of preference, to which they desire to be transferred. An employee being involuntarily transferred or reassigned shall be placed only in an equivalent position.
- D. It continues to be understood that transfers remain the sole prerogative of the Board.

## ARTICLE XII

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No later than March 1st of each school year, the Chief School Administrator shall deliver to the Association and post on designated bulletin boards located on a wall near the entrance to each principal's office, a list of known vacancies which shall occur during the following school year. This procedure shall occur each month continuously until August. The Board shall send notice of summer openings to the FTEA President's home address as soon as they become available. Said openings shall also be posted on the bulletin board in the office of the Chief School Administrator.
  - 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building, may file a written statement of such desire with the Chief School Administrator not later than May 1st. Such a statement shall include the grade and/or subject to which the teacher desires to be transferred, and the school or schools to which he desires to be transferred in order of preference. The teacher must be properly certified. Any teachers not previously granted a requested transfer by June 1, will be sent written notification of openings as they occur after June 1.
  - 2. As soon as practicable, and no later than June 1st, except in an emergency, the Chief School Administrator shall post in each school and deliver to the Association, a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
  - 3. Any secretary or classroom instructional aide who wishes to apply for an open position shall apply for said position within one (1) week of the date of announcement. The Board shall not permanently fill the position until after the expiration of the one week period. All transfers ultimately are the sole prerogative of the Board and its authorized agent(s).

## ARTICLE XIII

### SICK LEAVE

- A.
  - 1. All ten-month employees shall be entitled to ten (10) days sick leave each school year as of the first official day of school. All twelve-month employees shall be entitled to twelve (12) sick leave days each school year as of the first working day of each fiscal year. Unused sick leave shall be accumulated from year to year with no maximum limit. A doctor's note shall be required after two (2) days absence or as required by NJSA 18A:30-4.
  - 2. Sick leave days shall be accumulated in whole day increments, unless employee becomes ill during the work day requiring departure from work, in which event one-half day credit shall be given if employee remains at work at least four hours.
  - 3. N.J. S.A. 18A:30-1 defines sick leave as absence from his or her post of duty because of personal disability due to illness or injury or exclusion from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his or her immediate family. Normally, absence for a doctor's appointment is not within the scope of sick leave unless the same is necessary to prevent employee from being disabled from performing his or her normal duties, for example: treatment for an ongoing medical condition that, without such treatment, would disable the employee from working. To aid in the resolution of any differences, reference is made to the settlement by the parties in Arbitration arising from a grievance, bearing PERC Docket Nos. AR 2002-276 and 555, and the letters of May 21 2003 from Sandra Zaccaria, then president of FTEA to Tom Myers, UniServ Representative, and of May 24, 2003 from Samuel J. Serata, Esq., then School Attorney for the Board to Thomas G. Myers, UniServe Field Representative.
- B. Upon retirement, a unit employee shall be paid for accumulated sick leave under the following conditions:
  - 1. Notify the School District in writing no later than November 1st of the year prior to the fiscal year in which retirement is to occur.
  - 2. The employee must have accumulated no less than sixty (60) days of accumulated sick leave to be eligible for this benefit.
  - 3. Compensation shall be \$55 for each day per teacher; \$30 for each day for each secretary or full time instructional aide. A maximum of \$10, 500 will be paid to each teacher and a maximum of \$5,500 to each eligible secretary or full time instructional aide.
  - 4. This benefit shall be payable on a date selected by the retiring employee during the school fiscal year (July 1-June 30) following the year of retirement. However, if the employee states a case of bona fide hardship, the benefit may be payable at an earlier date upon application to the Board.
  - 5. Payment for accumulated sick leave, if deferred after the effective date of retirement, and if the death of the retiree occurs, shall be made to the retiree's estate.
- C. An extended paid leave of absence may be granted to employees who have exhausted accumulated sick leave through lengthy illness. For an employee to receive the difference between his or her regular daily salary and that of a substitute, such request must be made in writing and may be granted by the Board on a case by case basis.

## ARTICLE XIV

### TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Each teacher, aide, and ten-month secretary shall receive three (3) days per year personal leave for legal, business, or personal household matters which require absence during the work hours. (For 12 month secretaries, the number of days is three). No reason need be stated in applying for such leave provided application is made at least two (2) days in advance. If less than a two day minimum application, then a specific bona fide reason must be given that precludes attendance at work. Reasons must be supplied for any days applied for after May 15th through September 1st of each year under the same conditions except that leave will be granted for the graduation of a child or spouse. Unused personal days shall be converted to accumulated sick leave each year. Personal days may not be used before or after Winter Recess, Spring Recess or the last day of school.
2. Days granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. These days must be approved by the Board in advance. A written report must be made to the Chief School Administrator within five (5) days after the meeting or conference in order to be compensated for that day. Only two (2) staff members per school will be approved on any day except in an emergency.
3. Time necessary for appearance in any legal proceeding(s) connected with the employee's employment with the school system where the Board and the employee are defending parties, or a court subpoena requiring an employee's attendance at a proceeding involving litigation arising from his employment.
4.
  - a. In the event of the death of an employee's spouse, partner in a civil union couple, child, child-in-law, parent, parent-in-law, brother, sister, sister-in-law, brother-in-law, grandparent or grandchild, or member of the immediate household, such employee shall be eligible for paid bereavement leave for all workdays that may be required during the five calendar day period commencing with the day after death. In the event extensive travel or other extenuating circumstances exist, at the employee's request, the Chief School Administrator may alter the five-day sequence or extend the five calendar day period to six or seven calendar days.
  - b. In the event of the death of an employee's, or an employee's spouse's or partner in a civil union couple's, uncle, aunt, nephew, or niece, such employee shall be eligible for paid bereavement leave for one workday, as may be required. In the event that extensive travel is required, an employee may apply for and shall be granted one (1) personal day from his annual allowance of three (3) personal days.
5. Up to five (5) school days per year will be granted in the event of a medically verified terminal illness, critical illness, accidental injury, surgery, or hospitalization of an employee's spouse, partner in a civil union couple, child, parent, or member of the immediate household. In the case of an immediate medical emergency, partial days may be granted by the Chief School Administrator or designee, which partial days will accrue against the total allowance for the year.

B. Tenured employees may be granted, by the Board, a voluntary leave of absence for one year without pay, subject to the following conditions and to authorization by the Board.

1. Request for a voluntary leave of absence must be received by the Chief School Administrator in writing in such form as may be mutually agreed on by the Association and the Administration, no later than February 1<sup>st</sup> and action must be taken on all requests no later than March 1<sup>st</sup>, of the school year preceding the school year for which the voluntary leave of absence is requested.
2. Upon return from the voluntary leave of absence, an employee shall remain on the salary schedule at the level which he was on at the time of his leave, plus any salary raise for the year he returns. This employee does not move any steps on the salary scale while on voluntary leave.
3. The purpose of voluntary leave of absence shall include but not be limited to study in another area of specialization, for travel, or for other reasons of value to the school system.
4. All benefits to which an employee on tenure was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon return, and he shall be assigned within his job certification.

C. MATERNITY and CHILD CARE LEAVE

1. Maternity – The Board shall grant maternity leave for a natural birth without pay to the employee upon request subject to the following stipulations and limitations:
  - a. Maternity leave shall commence on the date requested by the employee, provided it shall begin no more than four weeks before the due date of the birth as determined by the employee's physician and shall end not more than four weeks after the actual date of birth. This time may be extended upon proof of medical necessity.
  - b. Any employee granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
  - c. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return. A doctor's certificate will be required upon return to work.
  - d. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue working.
2. Child Care Leave – The Board may grant child care leave for up to one year after date of birth without pay, provided it will not adversely affect the educational or operational process in the Fairfield School District which shall be determined in the sole discretion of the Board.
  - a. Child care leave shall commence on the date requested by the employee so long as it does not affect the educational or operational processes of the School District.
  - b. An employee granted child care leave may not elect to substitute any sick leave in lieu thereof.

## ARTICLE XV

### TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his proper step of the salary schedule in accordance with the following:
  1. Credit up to the seventh step of any salary level on the Teacher Salary schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Included within the seven steps are credits not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service system. The Board may grant additional credit for teaching experience, up to the person's actual number of years teaching service if recommended by the Chief School Administrator.
  2. Any teacher previously employed in the Fairfield Township School District who returns to the district shall be given full credit on the salary scale for teaching experience within the Fairfield Township School District.
- B. Non-tenured teachers shall be notified of their contract status for the ensuing year as per N.J.S.A. 18A:27-10, said date presently being May 15<sup>th</sup>.
- C. It is agreed that all teachers presently employed are now on their proper step and any claim for previous experience shall be made at the time of employment and will not be entertained thereafter by the Board.
- D. Newly hired secretaries shall be placed on step 1 of the salary guide, provided however, that additional credit for work experience may be given so as to allow placement on the salary guide, at the Board's discretion based on the recommendation of the Chief School Administrator.
- E. Whenever a vacancy occurs in any teaching, administrative, secretarial, aide, or paid extracurricular activity, or a new position is created, the Board shall, within five (5) working days notify the association in writing of that fact and post in both buildings. Staff shall be notified by email. Written notice of a resignation or retirement shall constitute the occurring of a vacancy.

## ARTICLE XVI

### WORK DAY

#### TEACHERS

- A. PERFORMANCE REQUIREMENTS
  1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to clock in or clock out by hours and minutes.
  2. Teachers shall indicate their presence for duty by signing their initials in the appropriate column of the faculty sign-in roster.
  3. The teacher work day shall be seven (7) hours in length. The teacher workday shall include at least a thirty (30) minute duty-free lunch time; a duty-free preparation period equal in length to a regular classroom period; and 10 "consecutive" minutes of pupil non-contact time in the morning and 10 "consecutive" minutes at the end of the day of pupil non-contact time. Should it become necessary for there to be additional student contact time before the arrival or after the dismissal of students,

then arrangements shall be made for a teacher[s] to remain and be compensated at the hourly rate for remaining with the students. The Administration shall ask for volunteers for this duty, before assigning same.

8. Every teacher shall plan lessons and teach course content in a manner the teacher considers most practical and useful within the curriculum guidelines. All teachers shall submit lesson plans according to procedures and in a format outlined by the Principal.
- C. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated at the rate of pay in Schedule D.
- D. All teachers shall have a daily planning period of at least 40 minutes. Two planning periods per month shall be used for grade level planning. These planning meetings shall be scheduled by the Principal. Staff shall be given 48 hours prior notice of the meeting.
- E. Special teachers will not be used as substitutes except in an emergency.
- F. Teachers shall not be required to attend more than two (2) faculty meetings a month lasting no more than forty-five (45) minutes in length and written notice of said meetings shall be provided at least two (2) days in advance.
- G. Teachers shall be reimbursed mileage at the rate paid by New Jersey Department of Education for traveling expenses when attending offsite workshops only when specific Board approval is given for said mileage reimbursement in conjunction with the approval of attendance at the workshop and for mileage incurred while in the performance of their jobs. This applies only if teachers are given specific directions by the Principal, Chief School Administrator, or Board. Those staff members traveling in conjunction with Federal Programs will be paid at the rate established by the Federal Guide.
- H. Meetings which take place after the regular in-school workday and which require attendance will not be called on Fridays or on any day immediately preceding a legal holiday when school will not be in session.
- I. Any teacher who is required or volunteers to work on extra instruction or homebound instruction, including teaching classes at summer school shall be compensated at the rate of \$28.75 per hour during the 2013-2016 school years.
- J. A teacher who is required to cover a class and is required to lose a planning period shall be compensated \$22.00 during the 2013-2016 school years.
- K. Any staff member who is requested to work beyond the contractual workday in order to supervise students (remain with students because of late buses, provide special instruction, etc.), or make a Board presentation shall be compensated at the rate provided in paragraph I above. If teacher's PM bus duty goes beyond the work day, the teacher shall be compensated at the Article XVI(A)(I) hourly rate.

#### SECRETARIES

- A. The normal work week for all secretaries shall be thirty-seven and one-half (37-1/2) hours per week, excluding a thirty (30) minute lunch period daily from September 1 to June 30. It shall be 1 hour less per day from July 1 to August 30 excluding a sixty (60) minute lunch.
8. Overtime at the rate of compensatory time up to forty (40) net hours per week will be provided and a premium rate of time and one-half will be paid above forty (40) net hours per week exclusive of lunch. For purposes of determining the work week, holidays shall count as regular work days.

C. For twelve (12) month secretaries, the following vacation schedule shall apply:

1. After one (1) year .....1 week
2. After two (2) years.....2 weeks
3. After five (5) years.....3 weeks
4. After ten (10) years .....4 weeks

#### CLASSROOM AIDES

- A. Classroom aides shall indicate their presence for duty by signing their initials in the appropriate column of the staff sign-in roster.
- B. The classroom aides' work day shall be 7 hours in length and shall include lunch time.
- C. For every five (5) days of inexcusable lateness, a classroom aide shall forfeit 1/400 of a year's pay. If a classroom aide fails to notify the Chief School Administrator and a substitute is called, the classroom aide shall forfeit 1/200 of a year's pay, except in cases of emergencies, or the classroom aide may remain at school and perform normal duties whereupon the substitute's pay for that time shall be deducted from the classroom aide's salary.
- D. Classroom Aides shall have a daily duty-free lunch period of at least 30 minutes or the amount of time provided students.
- E. Classroom Aides will not be used as substitutes except in an emergency. Certificated classroom aides who substitute for absent teachers shall be paid the substitute per diem rate for such time.
- F. Classroom Aides shall be reimbursed at the rate paid by New Jersey Department of Education for traveling expenses incurred while in performance of their jobs. This applies only if aides are given specific directions by the Principal, Chief School Administrator, or Board. Those staff members traveling in conjunction with Federal Programs will be paid at the rate established by the Federal Guide.

#### ARTICLE XVII

##### WORK YEAR

###### A. TEACHERS

1. The work year for the teacher shall consist of 186 days and the student year will be 180 days
  - a. Four of the specified teacher work days will be devoted to in-service training.
  - b. Prior to the first student contact day, one day shall be designated for room preparation.
  - c. The day following the final day of student contact shall be devoted to preparing classrooms for school closing and for completion of end of the year tasks assigned by the Principal or his designee.
2. In the first year of employment, teachers new to the district may be required to attend up to three additional days of orientation sessions prior to the opening week of school.
3. In addition to the four (4) full days for in-service training, workshops, or other professional development half-day sessions, defined as any day in which pupils are dismissed early, may also be required for the same purposes.

4. Additional in-service days may be added to the calendar if more than provided herein are mandated by the State of New Jersey.

B. CLASSROOM AIDES

The work year for classroom instructional aides shall consist of 180 days which shall coincide with the 180 pupil attendance days. Aides may be asked to work up to 4 days of Professional Development at their per diem rate and will be given 30 days notice.

C. SECRETARIES

If Secretaries are required to work on Veterans' Day or Columbus Day, they shall be compensated at their per diem rate for days worked: School secretaries shall be off when teachers are not required to report to duty within the pupil calendar.

The work year shall be:

Ten (10) month employees:	September 1 to June 30
Twelve (12) month employees:	July 1 to June 30

D. SCHOOL CALENDAR

Before the Board adopts the school calendar, the same shall be presented to the Association who may then confer with the CSA and suggest any changes.

E. AIDES

The Board will be responsible to pay the substitute certificate fee when it becomes due.

## ARTICLE XVI II

### NON-TEACHING DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. However they agree as follows:

1. Teachers may be required, if necessary, to perform certain of the following duties: bus duty, hall duty, cafeteria duty (lunch and breakfast).
2. Teachers shall not be required to perform the following duties:
  - a. Delivering books to the classroom, keeping registers, and/or custodial functions.
  - b. Correcting standardized tests used at the direction of the Board or the Administration provided they are capable of being machine scored.
3. Teachers shall not be required to drive students to activities which take place away from the school building.
4. Teachers are not required to supervise detention longer than the 10 minutes they are required to remain working after students are dismissed.

## ARTICLE XIX

## SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof. Salaries for instructional aides on Schedule B; salaries for secretaries on Schedule C. Payment for Extra-Curricular Activities covered by this Agreement is set forth in Schedule D. Salaries shall increase by 2% for 2013-2014; 2% for 2014-2015 and 1.9% for 2015-2016. All salaries are retroactive to July 1, 2013.

B. Method of Payment

1. Ten Month/Twelve Month

Paydays shall be on the 15th and 30th of each month.

2. Employees Saving Plan

Employees may determine specific amounts of their monthly salary deducted from their pay. These funds shall be forwarded to the Cumberland County Teachers Credit Union and put in an interest-bearing account for each employee who so designates. Management of the account is handled by the Credit Union and each individual employee. The Board shall be saved harmless from liability by the Association after funds have been transferred and accepted by the Credit Union.

3. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

4. Procedure for Withholding Employment Increment or Adjust Increments

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

a. The immediate superior and/or the Principal shall not forward any recommendations to withhold a teacher's increment or a part thereof through the Chief School Administrator to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 1st of the preceding school year in which such action would take effect, the Principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause or causes for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.

b. Once a recommendation is forwarded to the teacher and Board, the teacher may within ten(10) school days file a grievance commencing at Level Two. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth in ARTICLE III of this Agreement.

5. Final Pay

Final paychecks shall be presented to ten (10) month employees on the last working day in June upon satisfactory completion of all closeout responsibilities.

6. Homebound and Summer Work for Teachers

The rate for such work shall be as set forth in paragraph XVI.I. above is \$28.75 per hour during the 2013-2016 school years.

## ARTICLE XX

### INSURANCE PROTECTION

- A. The Board shall continue to provide the full premium for N.J. State Health Benefits Plan coverage, or its equivalent for employee, family and eligible dependents.
  - 1. A detailed description of the Plan shall be provided to each employee by the Board.
  - 2. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period, commencing June 30th and ending July 1st. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  - 3. Employee shall contribute to benefits' premium costs as per New Jersey State Public Law.
- B. The Board shall provide to each employee a description of health-care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed *above*.
- C. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. Retiree will pay all costs.
- D. The Board shall provide dental plan coverage for the employee only commencing with the 1999-2000 school year, and family coverage if requested by the employee for the 2000-2001 school year.
- E. The Board shall provide one-half of the cost of vision plan coverage for the employee and members of his family commencing with the 1999-2000 school year, if the employee elects such coverage.
- F. The Board shall provide family prescription coverage with a \$10.00 co-pay. The prescription coverage shall provide a premium cap limiting the employer's responsibility to a maximum annual premium per employee of \$1,600.00 for the 2013-2016 school years.
- G. The term "family" as used in this Article shall include employee's partner in a civil union couple.

## ARTICLE XX.I

### TEACHER AND SUPPORT STAFF EVALUATION

#### TEACHERS

- A. On or before the first school day of the year, the Chief School Administrator shall give to each teacher a copy of the form used to evaluate the teacher. This is to be used for the teacher's edification, and any problems should be discussed with the respective Principal and/or immediate superior.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
- C. No observation/evaluation report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

- D. Teachers shall be evaluated only by persons certificated by the New Jersey Board of Examiners to supervise instruction.
- E.
  - 1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies therein. At least once every three (3) years the teacher, in consultation with the Chief School Administrator, may indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain, and shall have them removed from the teacher's file.
  - 2. No material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer upon said document and his answer shall be reviewed by the Chief School Administrator or designee.
  - 3. Although the Board agrees to protect the confidence of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available to the teacher's inspection.
  - 4. A teacher shall be permitted to reproduce on the premises any information in his personal file, other than pre-employment references or related correspondence, placement bureau references or other pre-employment information.
- F. A conference time shall be established within five (5) working days of the evaluation and/or observation between the supervisor and the teacher. Announced observation shall have a pre-conference meeting five (5) days prior to the evaluation between the supervisor and the teacher.
- G. All written evaluations and formal observations shall not be limited to a check list, but shall also contain narrative language.
- H. All observations shall include the introduction and/or lesson closure.
- I. No teacher/certified staff member shall evaluate another unit member.

#### COMMITTEES

- A The FTEA president and School Team Leaders shall continue to serve on the ScIP Committee.

#### NON-TENURED TEACHERS

- A Non-tenured teachers will have three (3) formal observations, prior to April 30th of each school year, followed by a conference with the Building Principal. The Principal will give the teacher a written evaluation; a copy of which will be kept by the Principal and one placed in the teacher's file.
- B. The written observation should include the teacher's strong points as well as his weak ones. Suggested improvements should be given to the teacher in the area the Principal considers weak.
- C. If by February 15th, the Principal feels the teacher has not shown improvement, the Principal will call the teacher in for a conference, explaining there is a possibility of his not being rehired. The Principal must explain what improvements the teacher must make in order to be considered for rehiring.
- D. If by May 15<sup>th</sup>, if the teacher is not going to be recommended for rehiring, the teacher will be

so informed by the Superintendent. At that time, the teacher will have a conference with the Superintendent to discuss non-renewal of his contract.

E. If the teacher is not satisfied with the decision of the Chief School Administrator, the teacher is entitled to an informal hearing before the Board. The Board shall issue its written determination as to the employment of non-employment of said non-tenure teacher for the next succeeding school year within three (3) days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the teacher no later than June 15<sup>th</sup>. Should the Board fail to comply with the procedure outlined in Article XX.I, the Board shall be deemed to have offered to that teacher continued employment for the next school year. If the teacher desires to accept such employment, the teacher shall notify the Board of such acceptance in writing on or before June 30<sup>th</sup>, in which event such employment shall continue as provided for herein.

#### Support Staff

A. On or before the first school day of the year, the Chief School Administrator shall give to each employee a copy of the form used to evaluate the employee. This is to be used for the employee's edification, and any problems should be discussed with the respective Principal and/or immediate superior.

B. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

C. No observation/evaluation report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

D. Employees shall be evaluated only by the chief school administrator, a principal, an assistant principal, or other administrator.

E. 1. An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies therein. At least once every three (3) years the employee, in consultation with the Chief School Administrator, may indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain, and shall have them removed from the teacher's file.

2. No material shall be placed in an employee's personnel file unless the employee has had an opportunity to review such material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit within ten (10) days a written answer to said document and his answer shall be reviewed by the Chief School Administrator or designee.

3. Although the Board agrees to protect the confidence of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available to the employee's inspection.

4. An employee shall be permitted to reproduce on the premises any information in his personal file, other than pre-employment references or related correspondence, placement bureau references or other pre-employment information.

F. A conference time shall be established within five (5) working days of the evaluation and/or observation between the supervisor and the employee.

G. All written evaluations and formal observations shall not be limited to a check list, but shall also contain narrative language.

## ARTICLE XXII

### FAIR DISMISSAL PROCEDURE

- A. Nothing contained in this Agreement shall be construed to deny or restrict any employee or the Board such rights as they may have under New Jersey Laws or other applicable Laws and regulations. The rights of employees and the Board hereunder shall be deemed to be in addition to those provided elsewhere.
- B. All teachers
  - 1. Teachers shall be evaluated and formally observed in accordance with the dictates of Statute.
  - 2. All teachers, either tenured or non-tenured, may only be terminated in accordance with New Jersey statute.
- C. Nothing in this Article shall be construed to mean that the Chief School Administrator, Board or any of their agents or representatives, including Principals, may not discuss general and routine matters related to the educational and operational process with the employee without prior notice, provided, however, that the intent and purpose of the conferences is not contemplated to support a change or changes which could reasonably be expected to eventuate in the dismissal of the employee or adversely affect his salary.

## ARTICLE XX.III

### EDUCATIONAL IMPROVEMENT

- A. Reimbursement
  - 1. Teachers

Full reimbursement of the cost of tuition for each post graduate course successfully completed with a minimum grade of "B" or "Pass" in the event of a "Pass or Fail" grading system, or its equivalent, will be paid to all teachers for courses taken after their first complete year in FTSD in their specific field of teaching. A maximum per teacher \$1,600.00 will be granted annually (non-accumulative), payable one calendar year after completing of each course provided the teacher is still an official employee of the district. Annually is defined as that period from September 1 to August 31. Up to \$50.00 of the annual reimbursement may be used for miscellaneous related fees or expenses such as parking permits, laboratory fees, etc.
  - 2. Secretaries and Instructional Aides

Secretaries and Instructional Aides required or approved to take courses of occupational benefit to the employee shall have such courses approved in advance and shall require successful completion for reimbursement. Reimbursement shall be limited to \$850.00 maximum per employee annually which is defined as September 1st to August 31st.
- B. Prior Consultation

Request for approval of courses for reimbursement must be submitted in writing prior to registration. It is understood that final approval resides with the Board or its designated agent.

C. Submission of Proof

Funds will be reimbursed upon submission to the office of the Chief School Administrator evidence of participation, official transcript proof of successful completion of the course and proof of cost of tuition.

D. Educational Improvement

The contracted employee who is reimbursed for tuition agrees to work one full academic year after the completion of the last course taken, or repay one hundred percent (100%) of the most recent reimbursement amount.

Exemptions are: major life change or other emergency, disability, retirement, a non-renewal or if an employee applied for an in-house position and was turned down in lieu of an out-of-district hire.

## ARTICLE XXIV

### AGENCY SHOP

A. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charges by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee of the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates employment with the Board before the association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in the Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

## ARTICLE XXV

### DURATION OF AGREEMENT

A. This Agreement shall be effective upon the date of signing, except that salary compensation shall be retroactive to July 1, 2013. The Agreement shall continue through June 30, 2016, and thereafter unless otherwise agreed between the parties. All terms and conditions of employment effectuated by this Agreement are the complete understandings of the parties and all items negotiated and agreed to by the parties have been incorporated herein.

FAIRFIELD TOWNSHIP BOARD OF  
EDUCATION

By:

Michelle Kennedy  
President

By:

Alta Lloyd  
Negotiations Chairperson

Dated: I.P: jf, 2014

FAIRFIELD TOWNSHIP EDUCATION  
ASSOCIATION

By:

Q,  
President

By: Genelle Lane  
Negotiations Chairperson

Dated: 10/18/14, 2014

**TEACHERS' SALARY GUIDES - UNION 1**  
**Advancement / Placement Chart**  
*(Read directly across the line to track advancement/placement)*

<u>2012-2013</u>	<u>Step</u>	<u>2013-2014</u>	<u>Step</u>	<u>2014-2015</u>	<u>Step</u>	<u>2015-2016</u>	<u>Step</u>
1	---->	1	---->	1	---->	2	---->
2	---->	2	---->	2	---->	3	---->
3	---->	3	---->	3	---->	4	---->
4	---->	4	---->	4	---->	5	---->
5	---->	5	---->	5	---->	6	---->
6	---->	6	---->	6	---->	7	---->
7	---->	7	---->	7	---->	8	---->
8	---->	8	---->	8	---->	9	---->
9	---->	9	---->	9	---->	10	---->
10	---->	10	---->	10	---->	11	---->
11	---->	11	---->	11	---->	12	---->
12	---->	12	---->	12	---->	13	---->
13	---->	13	---->	13	---->	14	---->
14	---->	14	---->	14	---->	15	---->
15	---->	15	---->	15	---->	16	---->
16	---->	16	---->	16	---->	17	---->
17	---->	17	---->	17	---->	17	---->

*2014-2015 raises do not take place until 211/15 (11th of 20 paychecks). Teachers will remain on the 2013-2014 rate until that time.*  
*Teachers hired in the fall of 2014 will not move a step on 2/1/15.*

## **YEAR 1**

**2013-14      *Fairfield (Cumberland)***

### **Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>	<b>Doc</b>
1	49,801	51,660	53,186	54,726	56,801
2	50,101	51,960	53,486	55,026	57,101
3	50,401	52,260	53,786	55,326	57,401
4	51,966	53,511	55,036	56,586	58,966
5	53,229	54,761	56,311	57,841	60,229
6	54,361	55,886	57,411	58,946	61,361
7	55,550	57,086	58,626	60,186	62,550
8	56,994	58,526	60,086	61,606	63,994
9	58,941	60,486	62,016	63,546	65,941
10	60,133	61,671	63,209	64,746	67,133
11	62,705	64,246	65,786	67,336	69,705
12	64,997	66,536	68,086	69,606	71,997
13	67,086	68,606	70,146	71,686	74,086
14	68,441	69,986	71,526	73,061	75,441
15	71,901	73,000	74,536	76,066	78,901
16	74,486	76,011	77,536	79,086	81,486
17	75,767	77,306	78,836	80,381	82,767

**YEAR 2**2014-15      *Fairfield (Cumberland)***Salary Guide**

Step	BA	BA+30	MA	MA+30	Doc
1	50,627	52,486	54,012	55,552	57,627
2	51,127	52,986	54,512	56,052	58,127
3	51,627	53,486	55,012	56,552	58,627
4	53,127	54,672	56,197	57,747	60,127
5	54,327	55,859	57,409	58,939	61,327
6	55,527	57,052	58,577	60,112	62,527
7	56,727	58,263	59,803	61,363	63,727
8	58,227	59,759	61,319	62,839	65,227
9	59,727	61,272	62,802	64,332	66,727
10	61,227	62,765	64,303	65,840	68,227
11	63,727	65,268	66,808	68,358	70,727
12	66,227	67,766	69,316	70,836	73,227
13	68,427	69,947	71,487	73,027	75,427
14	70,627	72,172	73,712	75,247	77,627
15	73,127	74,226	75,762	77,292	80,127
16	75,427	76,952	78,477	80,027	82,427
17	77,027	78,566	80,096	81,641	84,027

**Guide Begins February 2015**

**YEAR 3**2015-16      *Fairfield (Cumberland)***Salary Guide**

Step	BA	BA+30	MA	MA+30	Doc
1	50,627	52,486	54,012	55,552	57,627
2	51,127	52,986	54,512	56,052	58,127
3	51,627	53,486	55,012	56,552	58,627
4	53,127	54,672	56,197	57,747	60,127
5	54,327	55,859	57,409	58,939	61,327
6	55,527	57,052	58,577	60,112	62,527
7	56,727	58,263	59,803	61,363	63,727
8	58,227	59,759	61,319	62,839	65,227
9	59,727	61,272	62,802	64,332	66,727
10	61,227	62,765	64,303	65,840	68,227
11	63,727	65,268	66,808	68,358	70,727
12	66,227	67,766	69,316	70,836	73,227
13	68,427	69,947	71,487	73,027	75,427
14	70,627	72,172	73,712	75,247	77,627
15	73,127	74,226	75,762	77,292	80,127
16	75,427	76,952	78,477	80,027	82,427
17	77,027	78,566	80,096	81,641	84,027

**AIDE SALARY GUIDES - UNION 1**  
**Advancement / Placement Chart for Assoc. & Assoc.+30**  
*(Read directly across the line to track advancement/placement)*

<b>2012-2013 Step</b>	<b>2013-2014 Step</b>	<b>2014-2015 Step</b>	<b>2015-2016 Step</b>
2	1	2	1
3	2	3	2
4	3	4	3
5	4	5	4
6	5	6	5
7	6	7	6
8	7	8	7
9	8	9	8
10	9	10	9
11	10	11	10
12	11	12	11
13	12	13	12
13	13	13	13

**AIDE SALARY GUIDES • UNION 1**  
**Advancement / Placement Chart for H.S., HS+30 & BA**  
*(Read directly across the line to track advancement/placement)*

<b>2012-2013 Step</b>	<b>2013-2014 Step</b>	<b>2014-2015 Step</b>	<b>2015-2016 Step</b>
1	1	2	1
2	2	3	2
3	3	4	3
4	4	5	4
5	5	6	5
6	6	7	6
7	7	8	7
8	8	9	8
9	9	10	9
10	10	11	10
11	11	12	11
12	12	12	12

2014-2015 raises do not take place until 2/1/15 (11th of 20 paychecks). Teachers w/Jf remain on the 2013-Teachers hired in the fall of 2014 will not move a step on 2/1/15.

**YEAR 1****2013-14      *Fairfield 12-13(Cumberland)*****Salary Guide**

<b>Step</b>	<b>HS</b>	<b>HS + 30</b>	<b>Assoc.</b>	<b>Assoc. +30</b>	<b>BA</b>
1	15,527	16,427	23,187	24,287	26,177
2	15,777	16,677	23,617	24,717	26,677
3	16,027	16,927	24,047	25,147	27,177
4	16,277	17,177	24,477	25,577	27,677
5	16,527	17,427	24,927	26,007	28,227
6	16,766	17,749	25,368	26,456	28,633
7	17,086	18,076	25,694	26,783	29,612
8	17,423	18,402	26,021	27,109	30,701
9	17,772	18,729	26,347	27,436	31,789
10	18,136	18,946	26,674	27,762	32,918
11	18,525	19,218	26,946	28,034	33,897
12	18,861	19,554	27,218	28,306	34,877
13			27,554	28,642	

**YEAR 2**  
**2014-15      Fairfield 12-13 (Cumberland)**

**Salary Guide**

Step	HS	HS + 30	Assoc.	Assoc. +30	BA
1	16,151	17,051	23,811	24,911	26,801
2	16,401	17,301	24,241	25,341	27,301
3	16,651	17,551	24,671	25,771	27,801
4	16,901	17,801	25,101	26,201	28,301
5	17,151	18,051	25,551	26,631	28,851
6	17,390	18,373	25,992	27,080	29,257
7	17,710	18,700	26,318	27,407	30,236
8	18,047	19,026	26,645	27,733	31,325
9	18,396	19,353	26,971	28,060	32,413
10	18,760	19,570	27,298	28,386	33,542
11	19,149	19,842	27,570	28,658	34,521
12	19,485	20,178	27,842	28,930	35,501
13			28,178	29,266	

**Guide Begins February 2015**

**YEAR 3**2015-16      *Fairfield 12-13 (Cumberland)***Salary Guide**

<b>Step</b>	<b>HS</b>	<b>HS + 30</b>	<b>Assoc.</b>	<b>Assoc. +30</b>	<b>BA</b>
<b>1</b>	16,151	17,051	23,811	24,911	26,801
<b>2</b>	16,401	17,301	24,241	25,341	27,301
<b>3</b>	16,651	17,551	24,671	25,771	27,801
<b>4</b>	16,901	17,801	25,101	26,201	28,301
<b>5</b>	17,151	18,051	25,551	26,631	28,851
<b>6</b>	17,390	18,373	25,992	27,080	29,257
<b>7</b>	17,710	18,700	26,318	27,407	30,236
<b>8</b>	18,047	19,026	26,645	27,733	31,325
<b>9</b>	18,396	19,353	26,971	28,060	32,413
<b>10</b>	18,760	19,570	27,298	28,386	33,542
<b>11</b>	19,149	19,842	27,570	28,658	34,521
<b>12</b>	19,485	20,178	27,842	28,930	35,501
<b>13</b>			28,178	29,266	

**YEAR 1**  
**2013-14      *Fairfield Secretaries***

**Salary Guide**

<b>Step</b>	<b>10 Month</b>	<b>12 Month</b>
<b>1</b>	22,815	27,378
<b>2</b>	23,165	27,798
<b>3</b>	23,515	28,218
<b>4</b>	23,865	28,638
<b>5</b>	24,248	29,098
<b>6</b>	25,032	30,038
<b>7</b>	25,816	30,979
<b>8</b>	26,600	31,920
<b>9</b>	27,390	32,868
<b>10</b>	28,179	33,815
<b>11</b>	28,969	34,763
<b>12</b>	29,758	35,710
<b>13</b>	30,542	36,650
<b>14</b>	31,326	37,591

**YEAR 2**  
**2014-15      *Fairfield Secretaries***

**Salary Guide**

<b>Step</b>	<b>10 Month</b>	<b>12 Month</b>
1	23,440	28,128
2	23,790	28,548
3	24,140	28,968
4	24,490	29,388
5	24,873	29,848
6	25,657	30,788
7	26,441	31,729
8	27,225	32,670
9	28,015	33,618
10	28,804	34,565
11	29,594	35,513
12	30,383	36,460
13	31,167	37,400
14	31,951	38,341

**YEAR3**2015-16      *Fairfield Secretaries***Salary Guide**

<b>Step</b>	<b>10 Month</b>	<b>12 Month</b>
<b>1</b>	24,048	28,858
<b>2</b>	24,398	29,278
<b>3</b>	24,748	29,698
<b>4</b>	25,098	30,118
<b>5</b>	25,481	30,577
<b>6</b>	26,265	31,518
<b>7</b>	27,049	32,459
<b>8</b>	27,833	33,400
<b>9</b>	28,623	34,348
<b>10</b>	29,412	35,294
<b>11</b>	30,202	36,242
<b>12</b>	30,991	37,189
<b>13</b>	31,775	38,130
<b>14</b>	32,559	39,071